CIVIL COVER SHEET

APPENDIX H

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

George Richard, 406 N. Miller Avenue, Brooklyn, NY 11207

(b) County of Residence of First Listed Plaintiff King
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
Robert M. Caplan, Esquire, White & Williams LLP, 1650 Market Street, Suite 1800, Philadelphia, PA 19012 (215) 864-7012

DEFENDANTS

Ashley Furniture Industries, Inc., one Ashley Way, Acradia, WI
Regency Furniture, Inc., 7900 Cedarville Rd., Brandywine, MD

County of Residence of First Listed Defendant Trempealeau
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)
Bennett, Bricklin & Saltzburg, LLC, Warren F. Sperling, Esquire, 1601 Market Street, 16th Floor, Philadelphia, PA 19103, (215) 561-4300 for Costco entites

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- x 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant) (For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	1	☐ 1	Incorporated *or* Principal Place of Business In This State	☐ 4	☐ 4
Citizen of Another State	2	☐ 2	Incorporated *and* Principal Place of Business In Another State	X 5	x 5
Citizen or Subject of a Foreign Country	☐ 3	☐ 3	Foreign Nation	☐ 6	☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT
- ☐ 110 Insurance
- ☐ 120 Marine
- ☐ 130 Miller Act
- ☐ 140 Negotiable Instrument
- ☐ 150 Recovery of Overpayment & Enforcement of Judgment
- ☐ 151 Medicare Act
- ☐ 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- ☐ 153 Recovery of Overpayment of Veteran's Benefits
- ☐ 160 Stockholders' Suits
- ☐ 190 Other Contract
- ☐ 195 Contract Product Liability
- ☐ 196 Franchise

REAL PROPERTY
- ☐ 210 Land Condemnation
- ☐ 220 Foreclosure
- ☐ 230 Rent Lease & Ejectment
- ☐ 240 Torts to Land
- ☐ 245 Tort Product Liability
- ☐ 290 All Other Real Property

TORTS

PERSONAL INJURY
- ☐ 310 Airplane
- ☐ 315 Airplane Product Liability
- ☐ 320 Assault, Libel & Slander
- ☐ 330 Federal Employers' Liability
- ☐ 340 Marine
- ☐ 345 Marine Product Liability
- ☐ 350 Motor Vehicle
- ☐ 355 Motor Vehicle Product Liability
- X 360 Other Personal Injury

PERSONAL INJURY
- ☐ 362 Personal Injury - Med. Malpractice
- ☐ 365 Personal Injury - Product Liability
- ☐ 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- ☐ 370 Other Fraud
- ☐ 371 Truth in Lending
- ☐ 380 Other Personal Property Damage
- ☐ 385 Property Damage Product Liability

CIVIL RIGHTS
- ☐ 441 Voting
- ☐ 442 Employment
- ☐ 443 Housing/ Accommodations
- ☐ 444 Welfare
- ☐ 445 Amer. w/Disabilities - Employment
- ☐ 446 Amer. w/Disabilities - Other
- ☐ 440 Other Civil Rights

PRISONER PETITIONS
- ☐ 510 Motions to Vacate Sentence

Habeas Corpus:
- ☐ 530 General
- ☐ 535 Death Penalty
- ☐ 540 Mandamus & Other
- ☐ 550 Civil Rights
- ☐ 555 Prison Condition

FORFEITURE/PENALTY
- ☐ 610 Agriculture
- ☐ 620 Other Food & Drug
- ☐ 625 Drug Related Seizure of Property 21 USC 881
- ☐ 630 Liquor Laws
- ☐ 640 R.R. & Truck
- ☐ 650 Airline Regs.
- ☐ 660 Occupational Safety/Health
- ☐ 690 Other

LABOR
- ☐ 710 Fair Labor Standards Act
- ☐ 720 Labor/Mgmt. Relations
- ☐ 730 Labor/Mgmt.Reporting & Disclosure Act
- ☐ 740 Railway Labor Act
- ☐ 790 Other Labor Litigation
- ☐ 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- ☐ 422 Appeal 28 USC 158
- ☐ 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- ☐ 820 Copyrights
- ☐ 830 Patent
- ☐ 840 Trademark

SOCIAL SECURITY
- ☐ 861 HIA (1395ff)
- ☐ 862 Black Lung (923)
- ☐ 863 DIWC/DIWW (405(g))
- ☐ 864 SSID Title XVI
- ☐ 865 RSI (405(g))

FEDERAL TAX SUITS
- ☐ 870 Taxes (U.S. Plaintiff or Defendant)
- ☐ 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- ☐ 400 State Reapportionment
- ☐ 410 Antitrust
- ☐ 430 Banks and Banking
- ☐ 450 Commerce
- ☐ 460 Deportation
- ☐ 470 Racketeer Influenced and Corrupt Organizations
- ☐ 480 Consumer Credit
- ☐ 490 Cable/Sat TV
- ☐ 810 Selective Service
- ☐ 850 Securities/Commodities/ Exchange
- ☐ 875 Customer Challenge 12 USC 3410
- ☐ 890 Other Statutory Actions
- ☐ 891 Agricultural Acts
- ☐ 892 Economic Stabilization Act
- ☐ 893 Environmental Matters
- ☐ 894 Energy Allocation Act
- ☐ 895 Freedom of Information Act
- ☐ 900Appeal of Fee Determination Under Equal Access to Justice
- ☐ 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding
- X 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation
- ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (**Do not cite jurisdictional statutes unless diversity**):
28 USC § 1332

Brief description of cause:
Negligence - premises liability

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A **CLASS ACTION** UNDER F.R.C.P. 23

DEMAND In excess of $50,000

CHECK YES only if demanded in complaint:
JURY DEMAND: x Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions): JUDGE Removal Pending DOCKET NUMBER Berks County No. 11-22975

DATE 1/11/12

SIGNATURE OF ATTORNEY OF RECORD W F Sperling

FOR OFFICE USE ONLY

RECEIPT # ______ AMOUNT ______ APPLYING IFP ______ JUDGE ______ MAG. JUDGE ______

JS 44 Reverse (Rev. 11/04)

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

UNITED STATES DISTRICT COURT **APPENDIX F**

FOR THE EASTERN DISTRICT OF PENNSYLVANIA — DESIGNATION FORM to be used by counsel to indicate the category of the case for the purpose of assignment to appropriate calendar.

Address of Plaintiff: 406 N. Miller Avenue, Brooklyn, NY 11207

Address of Defendant: One Ashley Way, Arcadia, WI 54512

Place of Accident, Incident or Transaction: 7900 Cedarville Road, Brandywine, MD 20613
(Use Reverse Side For Additional Space)

Does this civil action involve a nongovernmental corporate party with any parent corporation and any publicly held corporation owning 10% or more of its stock?
(Attach two copies of the Disclosure Statement Form in accordance with Fed.R.Civ.P. 7.1(a)) Yes No X

Does this case involve multidistrict litigation possibilities? Yes ☐ No X

RELATED CASE, IF ANY:

Case Number: ____________ Judge ____________ Date Terminated: ____________

Civil cases are deemed related when yes is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No X
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No X
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No X

CIVIL: (Place ✔ in ONE CATEGORY ONLY)

A. *Federal Question Cases:*

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act-Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases
(Please specify)

B. *Diversity Jurisdiction Cases:*

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify)
7. ☐ Products Liability
8. ☐ Products Liability — Asbestos
9. X All other Diversity Cases -
Premises Liability/Slip and Fall

ARBITRATION CERTIFICATION

(Check appropriate Category)

I, ______________________, counsel of record do hereby certify:

☐ Pursuant to Local Civil Rule 53.2, Section 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of $150,000.00 exclusive of interest and costs;

☐ Relief other than monetary damages is sought.

DATE: ____________ ____________ Attorney-at-Law ____________ Attorney I.D.#

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: 1/11/12 W F Sperling Attorney-at-Law 36676 Attorney I.D.#

CIV. 609 (4/03)

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	**NO.:**

DISCLOSURE STATEMENT FORM

Please check one box:

X The nongovernmental corporate party, Ashley Furniture Industries, Inc., in the above listed civil action does not have any parent corporation and publicly held corporation that owns 10% or more of its stock.

__ The nongovernmental corporate party, ________________ in the above listed civil action has the following parent corporation(s) and publicly held corporation(s) that owns 10% or more of its stock:

-

Date: 1/11/12

W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

IN THE UNITED STATES DISTRICT FOR THE
EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	**NO.:**

DISCLOSURE STATEMENT FORM

Please check one box:

_X_ The nongovernmental corporate party, Ashley Furniture Industries, Inc., in the above listed civil action does not have any parent corporation and publicly held corporation that owns 10% or more of its stock.

__ The nongovernmental corporate party, ________________ in the above listed civil action has the following parent corporation(s) and publicly held corporation(s) that owns 10% or more of its stock:

Date: 1/11/12

W F Sperling
WARREN F. SPERLING, ESQUIRE
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

APPENDIX I

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

GEORGE RICHARD	:	**CIVIL ACTION**
	:	
vs.	:	
	:	
	:	**NO.:**
ASHLEY FURNITURE INDUSTRIES, INC. and	:	
REGENCY FURNITURE, INC.	:	

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

(a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ( )

(b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits ( )

(c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )

(d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )

(e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )

(f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

1/11/12	Warren F. Sperling, Esquire	Defendant, Ashley Furniture
Date	**Attorney-at-law**	**Attorneys for**
(215) 561-4300	(215) 561-6661	Sperling@bbs-law.com
Telephone	**FAX Number**	**E-Mail Address**

(Civ. 660) 10/02

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GEORGE RICHARD	:	**CIVIL ACTION**
	:	
vs.	:	
	:	**NO.:**
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	

NOTICE OF REMOVAL

AND NOW, comes defendant, Ashley Furniture Industries, Inc., for the purpose only of removing the cause to the United States District Court for the Eastern District of Pennsylvania and respectfully aver as follows:

1. This is a civil action filed and now pending in the Court of Common Pleas of Berks County, Pennsylvania, Civil Action No. 11-2935.

2. On or about, October 11, 2011, plaintiffs commenced this matter by filing a Writ of Summons in the Berks County Court of Common Pleas in the Commonwealth of Pennsylvania. (See true and correct copy of writ of summons marked as Exhibit "A."). Service of the writ was made October 18, 2011 by certified mail.

3. The ability to remove this matter could not be determined from the face of the Writ of Summons, which contains no information regarding the suit, other than the identities of the parties.

4. On December 22, 2011, plaintiffs filed their complaint. (See attached true and correct copy of complaint marked as Exhibit "B"). The complaint was served on moving defendant by way of regular mail dated December 23, 2011, and received by counsel for moving defendant on December 26, 2011.

5. The averments made herein are true and correct with respect to the date and time upon which suit was commenced and the date upon which this notice is being filed.

6. This suit is of a civil nature and involves a controversy between citizens of different states. Plaintiff is a corporation duly organized under the laws of the State of Minnesota. Defendant, Ashley Furniture Industries, Inc. is a corporation organized under the laws of the State of Wisconsin. Defendant, Regency Furniture is a corporation organized under the laws of the State of Maryland..

7. Defendant, Ashley Furniture Industries, Inc. has simultaneously with the filing of this notice, given written notice to the plaintiff and co-defendant, Regency Furniture, Inc.

8. Defendant, Ashley Furniture Industries, Inc. is also filing a copy of the instant notice of removal and all attachments thereto with the Prothonotary of the Court of Common Pleas of Berks County.

9. The complaint asserts claims against the defendant, Ashley Furniture Industries, Inc. for personal injuries to George Richard arising out of an incident which occurred at Regency Furniture, Inc. on October 13, 2009.

10. Defendant, Ashley Furniture Industries, Inc., seeks to remove this matter to the United State District Court for the Eastern District of Pennsylvania. Defendant, Ashley Furniture Industries, Inc. asserts that the potential amount in controversy in this matter exceeds $75,000. As the moving party, defendant, Ashley Furniture Industries, Inc., bears the burden of proving that jurisdiction is proper in federal court. Russ vs. State Farm Mutual Automobile Insurance Company, 961 F.Supp. 808, 810 (E.D. Pa. 1997).

11. In determining whether the jurisdiction amount has been satisfied, the Court must first look at the complaint. Angus vs. Shiley, Inc., 989 F.2d 142, 145 (3rd Circ. 1993).

12. The lawsuit demands an amount "in excess of$50,000.00 and asserts that George Richard's injuries include a concussion with persistent and recurring vertigo, recurring headaches, difficult seeing with his right eye and hearing loss. (See attached Complaint at Exhibit "B" at ¶¶ 30, 33). The underlying lawsuit further asserts that George Richard has been unable to return to work in twenty six months since the incident. Id. at ¶ 32.

13. On January 11, 2012, Nicholas Cummins, counsel for removing defendant, spoke with counsel for plaintiff, who stated that the amount in controversy was in excess of $75,000.00, and that plaintiff would not stipulate to limit damages at or below that figure. (See true and correct email exchanged between counsel dated January 11, 2012 marked as Exhibit "C.").

14. The remaining defendant, Regency Furniture, Inc., has its principal place of business at 7900 Cedarville Road, Brandywine, MD and is incorporated in the State of Maryland.

15. Upon information supplied by plaintiff's counsel, Regency Furniture, Inc. was served with the Complaint by regular mail during the week of January 2, 2011. Although the exact date is unknown, less than thirty days have elapsed since service of the complaint on Regency Furniture.

16. Regency Furniture has not yet retained counsel to assent to removal. It is expected that filed assent of Regency Furniture will be made with the court shortly, and within the time periods prescribed by law.

WHEREFORE, defendant, Ashley Furniture Industries, Inc., hereby removes this suit to this Honorable Court pursuant to the laws of the United States in such cases made and provided.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Date: 1/11/12

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

GEORGE RICHARD	:	**CIVIL ACTION**
	:	
vs.	:	
	:	**NO.:**
ASHLEY FURNITURE INDUSTRIES, INC. and	:	
REGENCY FURNITURE, INC.	:	

NOTICE

TO: Robert M. Caplan, Esquire
White & Williams LLP
1650 Market Street, Suite 1800
Philadelphia, PA 19103

Please take notice that defendant, Ashley Furniture Industries, Inc., has filed a Notice of Removal to the United States District Court for the Eastern District of Pennsylvania removing to that Court a civil action previously pending in the Court of Common Pleas of Berks County, entitled, Old Republic Life Insurance Company a/s/o George Richard v. Ashley Furniture Industries, Inc. and Regency Furniture, Inc., Civil Action, No. 11-22935.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling
WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Date: 1/11/12

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
vs.	:	
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	**NO.:**

PROOF OF FILING

COMMONWEALTH OF PENNSYLVANIA :

:

COUNTY OF PHILADELPHIA :

Warren F. Sperling, Esquire, being duly sworn according to law, deposes and says that he is a member in the law firm of Bennett, Bricklin & Saltzburg, LLC, attorneys for defendant, Ashley Furniture Industries, Inc..

That he did direct the filing with the Prothonotary of the Court of Common Pleas of Berks County a copy of the Notice of Removal, attached hereto, said filing to be made on January 12, 2012.

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Sworn to and subscribed before me this 11th day of January, 2012.

Denise M Patsch

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENISE M. PATSCH, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 24, 2013

IN THE UNITED STATES DISTRICT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

OLD REPUBLIC INSURANCE COMPANY A/S/O GEORGE RICHARD	:	**CIVIL ACTION**
	:	
vs.	:	
	:	**NO.:**
ASHLEY FURNITURE INDUSTRIES, INC. and REGENCY FURNITURE, INC.	:	

PROOF OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF PHILADELPHIA :

Warren F. Sperling, Esquire, being duly sworn according to law, deposes and says that he is a partner in the law firm of Bennett, Bricklin & Saltzburg, LLC, attorneys for Defendant, Ashley Furniture Industries, Inc. and that he did serve this 11th day of January, 2012, the aforementioned notice to plaintiff and defendant, Regency Furniture, inc., upon the individuals named below by depositing a copy of same in the United States first class mail, postage prepaid, enclosed in envelope plainly addressed to:

Robert M. Caplan, Esquire
White & Williams LLP
1650 Market Street, Suite 1800
Philadelphia, PA19103

Regency Furniture, Inc.
7900 Cedarville Road
Brandywine, MD 20613

BENNETT, BRICKLIN & SALTZBURG LLC

BY: W F Sperling

WARREN F. SPERLING, ESQUIRE
Attorney I.D. #36676
1601 Market Street, 16th Floor
Philadelphia, PA 19103
(215) 561-4300
Email: sperling@bbs-law.com
Attorneys for Defendant,
Ashley Furniture Industries, Inc.

Sworn to and subscribed before me this 11th **day of** January**, 2012**

Denise M. Patsch

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DENISE M. PATSCH, Notary Public
City of Philadelphia, Phila. County
My Commission Expires October 24, 2013

EXHIBIT "A"

IN THE COURT OF COMMON PLEASE OF BERKS COUNTY, PENNSYLVANIA

CIVIL DIVISION

GEORGE RICHARD
406 North Miller Avenue
Brooklyn, NY 11207
Plaintiff,

v.

ASHLEY FURNITURE INDUSTRIES , INC.
One Ashley Way
Arcadia, WI 54512
Defendant,

REGENCY FURNITURE, INC.
7900 Cedarville Road
Brandywine, MD 20613
Defendant.

CASE NUMBER: 11 - 22975

CIVIL ACTION:

RECEIVED
PROTHONOTARY'S OFFICE
2011 OCT 11 P 12: 54
BERKS COUNTY, PA
MARIANNE R. SUTTON
PROTHONOTARY

PRAECIPE FOR WRIT OF SUMMONS

TO THE PROTHONOTARY:

Kindly issue the attached Writ of Summons against Defendants Ashley Furniture Industries, Inc. and Regency Furniture, Inc. in the above captioned matter.

WHITE AND WILLIAMS LLP

BY: [signature]
Robert M. Caplan
Identification No: 54126
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103-7395
215.864.7012
caplanr@whiteandwilliams.com

Dated: October 10, 2011

8238045v.1

IN THE COURT OF COMMON PLEASE OF BERKS COUNTY, PENNSYLVANIA

CIVIL DIVISION

GEORGE RICHARD
406 North Miller Avenue
Brooklyn, NY 11207
Plaintiff,

v.

ASHLEY FURNITURE INDUSTRIES , INC.
One Ashley Way
Arcadia, WI 54512
Defendant,

REGENCY FURNITURE, INC.
7900 Cedarville Road
Brandywine, MD 20613

Defendant.

CASE NUMBER: 11-22975

CIVIL ACTION:

WRIT OF SUMMONS

TO THE PROTHONOTARY/CLERK OF SAID COURT:

Issue summons in the above case and forward to [X] Attorney.

WHITE AND WILLIAMS LLP

BY: ______________________
Robert M. Caplan
Identification No: 54126
1650 Market Street
One Liberty Place, Suite 1800
Philadelphia, PA 19103-7395
215.864.7012
215.789.7695 (Fax)

Dated: October 11, 2011

SUMMONS IN CIVIL ACTION

TO: ASHLEY FURNITURE INDUSTRIES , INC. AND REGENCY FURNITURE INC

YOU ARE NOTIFIED THAT THE ABOVE NAMED PLAINTIFF HAS COMMENCED AN ACTION AGAINST YOU.

MARIANNE R SUTTON
Prothonotary/Clerk, Civil Division
By: ______________________

Date: 10/11/11

7547373v.1

EXHIBIT "B"

Supreme Court of Pennsylvania

Court of Common Pleas
Civil Cover Sheet

Berks County

For Prothonotary Use Only:	
Docket No: 11-22975	

The information collected on this form is used solely for court administration purposes. This form does not supplement or replace the filing and service of pleadings or other papers as required by law or rules of court.

SECTION A

Commencement of Action:
- [X] Complaint
- [ ] Writ of Summons
- [ ] Petition
- [ ] Transfer from Another Jurisdiction
- [ ] Declaration of Taking

Lead Plaintiff's Name:	Lead Defendant's Name:
George Richard	Ashley Furniture Industries, Inc.
Are money damages requested? [X] Yes [ ] No	Dollar Amount Requested: (check one) [ ] within arbitration limits [X] outside arbitration limits
Is this a *Class Action Suit*? [ ] Yes [X] No	**Is this an *MDJ Appeal*?** [ ] Yes [ ] No

Name of Plaintiff/Appellant's Attorney: ______________________

[ ] Check here if you have no attorney (are a Self-Represented [Pro Se] Litigant)

SECTION B

Nature of the Case: Place an "X" to the left of the ONE case category that most accurately describes your *PRIMARY CASE.* If you are making more than one type of claim, check the one that you consider most important.

TORT (*do not include Mass Tort*)
- [ ] Intentional
- [ ] Malicious Prosecution
- [ ] Motor Vehicle
- [ ] Nuisance
- [ ] Premises Liability
- [ ] Product Liability *(does not include mass tort)*
- [ ] Slander/Libel/ Defamation
- [X] Other: Negligence

MASS TORT
- [ ] Asbestos
- [ ] Tobacco
- [ ] Toxic Tort - DES
- [ ] Toxic Tort - Implant
- [ ] Toxic Waste
- [ ] Other:

PROFESSIONAL LIABLITY
- [ ] Dental
- [ ] Legal
- [ ] Medical
- [ ] Other Professional:

CONTRACT (*do not include Judgments*)
- [ ] Buyer Plaintiff
- [ ] Debt Collection: Credit Card
- [ ] Debt Collection: Other
- [ ] Employment Dispute: Discrimination
- [ ] Employment Dispute: Other
- [ ] Other:

REAL PROPERTY
- [ ] Ejectment
- [ ] Eminent Domain/Condemnation
- [ ] Ground Rent
- [ ] Landlord/Tenant Dispute
- [ ] Mortgage Foreclosure: Residential
- [ ] Mortgage Foreclosure: Commercial
- [ ] Partition
- [ ] Quiet Title
- [ ] Other:

CIVIL APPEALS

Administrative Agencies
- [ ] Board of Assessment
- [ ] Board of Elections
- [ ] Dept. of Transportation
- [ ] Statutory Appeal: Other
- [ ] Zoning Board
- [ ] Other:

MISCELLANEOUS
- [ ] Common Law/Statutory Arbitration
- [ ] Declaratory Judgment
- [ ] Mandamus
- [ ] Non-Domestic Relations Restraining Order
- [ ] Quo Warranto
- [ ] Replevin
- [ ] Other:

Updated 1/1/2011

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Attorneys for Plaintiff, George Richard

GEORGE RICHARD, Individually 544 Stuyvesant Avenue, 2nd Flr Irvington, NJ 07111 Plaintiff, v. ASHLEY FURNITURE INDUSTRIES, INC. One Ashley Way Arcadia, Wisconsin 54512 and REGENCY FURNITURE, INC. 7900 Cedarville Road Brandywine, MD 20613 Defendants.	PENNSYLVANIA COURT OF COMMON PLEAS BERKS COUNTY DECEMBER TERM, 2011 NO. 11-22975 COMPLAINT JURY TRIAL DEMANDED

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparesencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos improtantes para usted.

rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

BERKS COUNTY BAR ASSOCIATION
LAWYER REFERRAL AND INFORMATION SERVICE
544 Court Street
Reading, PA 19601
Telephone: (610) 375-4591

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

ASOCIACIÓN DE LA BARRA DEL CONDADO DE BERKS
REMISIÓN DEL ABOGADO Y SERVICIO INFORMATIVO
Calle de 544 cortes
Lectura, PA 19601
Teléfono: (610) 375-4591

COMPLAINT

Plaintiff George Richard, by and his their attorneys, White and Williams LLP, hereby asserts claims in this Complaint against defendants Ashley Furniture Industries, Inc. and Regency Furniture, Inc., and in support thereof avers as follows:

PARTIES

1. Plaintiff Richard is an individual residing at 544 Stuyvesant Avenue, 2nd Floor, Irvington, NJ 07111 that, at all times relevant to the within matter, served as an agent representing Anderson Trucking Service, Inc. (hereinafter "Anderson") in the capacity of an owner/operator truck driver.

2. Defendant Ashley Furniture Industries, Inc. (hereinafter "Ashley") is a corporation duly organized under the laws of the State of Wisconsin with a principal place of business located at One Ashley Way, Arcadia, Wisconsin 54612.

3. Defendant Regency Furniture, Inc. (hereinafter "Regency") is a corporation duly organized under the laws of the State of Maryland with a principal place of business located at 7900 Cedarville Road, Brandywine, Maryland 20613.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the Defendants and the subject matter of this action based upon the following substantial contacts with the Commonwealth of Pennsylvania:

(a) Defendants have conducted and continue to conduct substantial business in Pennsylvania on a regular basis.

(b) The conduct giving rise to this action occurred in Pennsylvania.

5. Venue is proper in Berks County because Defendants regularly conduct business in Berks County, and the conduct giving rise to this action occurred in Berks County.

FACTS

6. At all times relevant to the within matter, Richard lawfully possessed a valid driver's license for the purpose of operating a semi-trailer truck on all federal, state and local roads and highways.

7. At all times relevant to the within matter, Richard complied with all codes and regulations set forth by the United States Department of Transportation in relation to drivers operating semi-trailer trucks on all federal, state and local roads and highways

8. At all times relevant to the within matter, Defendant Ashley operated a furniture distribution facility located at 45 Ashley Way, Leesport, Pennsylvania 19533 (hereinafter "Ashley location").

9. At all times relevant to the within matter, Defendant Regency operated a furniture store located at 7900 Cedarville Road, Brandywine, Maryland 20613 (hereinafter "Regency premises").

10. As a semi-trailer truck driver for Anderson, Richard was responsible for picking up and delivering semi-trailers to various businesses throughout the United States.

11. At all times relevant to the within matter, Richard would receive his delivery and pickup assignments from a dispatcher at Anderson who would provide the specific details of those assignments to Richard.

12. As part of his responsibilities in the representation of Anderson, Richard would sometimes receive assignments requiring him to deliver an empty semi-trailer to one business, then pick up a sealed, loaded semi-trailer from that same business and deliver it to another location/business.

13. During these afore-mentioned assignments, Richard was not responsible for selecting, loading, packing, or securing the contents of the semi-trailers.

14. During these afore-mentioned assignments, Richard's duties were limited solely to attaching/hooking up the sealed, loaded semi-trailer to his truck, delivering it to its final destination, and opening the doors of the semi-trailer at the final destination after the receiver had removed the seal initially put in place by the sender.

15. Pursuant to standard industry practice, an agent/employee of the company/business shipping the goods will place a seal, with a seal number affixed thereto, upon all semi-trailers once fully loaded and secured according to the specifics of that shipment's bill of lading, and that seal is to remain undisturbed until the semi-trailer reaches its final destination.

16. Pursuant to standard industry practice, the doors of the semi-trailer truck are to be opened by the driver after the seal has been confirmed by an agent of the receiving company/business and removed, but before the semi-trailer is backed up to the loading dock.

17. On or about October 13, 2009, Richard received an assignment from the Anderson dispatcher instructing him to drop off an empty semi-trailer at the Ashley location, then pick up a sealed, loaded semi-trailer from the Ashley location and deliver it to the Regency premises.

18. Once Richard dropped off the empty semi-trailer at the Ashley location, he was directed by security personnel at the Ashley location to a separate area where he was to pick up a different semi-trailer that had already been loaded with boxed furniture, closed and sealed under seal number 2791331 (hereinafter "the trailer").

19. At no point in time did Richard see the trailer being loaded or observe the final results of the loading process before the doors to the trailer were closed and sealed by Ashley.

20. After Richard attached and properly secured the trailer to his truck, he proceeded to the security office at the Ashley location gates to have the seal checked, obtain a copy of the bill of lading, and confirm the address where he was to deliver the trailer.

21. Upon receiving his instructions from Ashley that the trailer was to be delivered to the Regency premises, approximately 170 miles away, Richard proceeded directly to the Regency premises without stopping.

22. At no point in time during his travels from the Ashley location to the Regency premises on October 13, 2009 was Richard involved in a motor vehicle accident.

23. At no point in time during his travels from the Ashley location to the Regency premises on October 13, 2009 was Richard required to perform any sudden, evasive driving tactics including, but not limited to, swerving or sudden braking.

24. Upon arriving at the Regency premises, Richard reported to the shipping office to advise them that he had arrived with the trailer.

25. After notifying the Regency premises' shipping office of his arrival, Richard returned to his truck to wait until a loading dock was available for him to detach the trailer from his truck.

26. Once Richard was advised by Regency of the loading dock where he was to drop off the trailer, he proceeded to that loading dock where the seal was checked before being removed from the rear double doors of the trailer.

27. Before backing the trailer up to the specified loading dock, Richard opened the rear double doors of the trailer.

28. Richard did not experience any initial problems with opening the rear double doors of the trailer .

29. As soon as the rear double doors were opened, a box containing furniture fell on top of Richard's head from atop the stacked boxes.

30. As a result of being struck in the head by the falling boxed furniture, Richard sustained serious and permanent injuries including, but not limited to, a concussion with persistent and recurring vertigo, recurring headaches, difficulty seeing with his right eye, and hearing loss.

31. Due to the afore-mentioned injuries, Richard has been unable to return to work as a truck driver.

32. Richard continues to suffer from the afore-mentioned injuries, and his daily, normal activities are persistently and adversely impacted by same.

33. Plaintiff Richard now seeks to recover damages in excess of $50,000.00 against Defendants Ashley and Regency for current and future injuries, past and future loss of income, and pain and suffering.

COUNT I - NEGLIGENCE
RICHARD v. ASHLEY

34. Plaintiff incorporates the allegations contained in paragraphs 1 through 33 as though set forth at length herein.

35. At all times relevant hereto, Ashley acted by and through its agents, servants, employees and subcontractors, each of whom was working in the course and scope of his or her employment and was in the scope of his or her authority, subject to the control, direction of, and for the benefit of his or her respective principal and employer, Ashley.

36. Upon retaining Anderson for the purposes of delivering the trailer to the Regency premises, Defendant Ashley was charged with the duty to exercise reasonable care in the loading, packing, and securing of the boxed furniture contained within the trailer so as to insure that those goods were safely and properly stacked, thereby preventing those goods from falling on Richard once the rear double doors were opened.

37. Ashley, by and through the actions and/or omissions of its agents, servants, representatives, subcontractors, subagents, workmen, and/or employees acting in the course and scope of their authority and employment, breached its duties by way of the following acts and/or omissions:

a. failing to properly load the boxed furniture in the trailer;

b. failing to properly pack the boxed furniture in the trailer;

c. failing to adequately secure the boxed furniture in the trailer;

d. failing to adequately inspect the trailer once the boxed furniture was loaded, packed, and secured;

e. failing to warn Richard of the unreasonable hazards and dangerous conditions posed by the boxed furniture;

f. failing to employ competent individuals to load, pack and secure the boxed furniture in the trailer;

g. failing to adequately oversee and/or supervise the loading, packing and securing of the boxed furniture in the trailer;

h. failing to adopt, enact, employ, and enforce adequate safety programs, precautions, procedures, and plans;

i. failing to properly abide by all applicable codes, regulations, guidelines, and/or industry practices with respect to the loading, packing and securing of the boxed furniture in the trailer;

j. failing to use due care under the circumstances; and

k. other and further particulars which will be shown at the time of trial.

38. Defendant Ashley's breach of the afore-mentioned duties was the direct and proximate cause of the injuries suffered by Richard, including, but not limited to, a concussion with persistent and recurring vertigo, recurring headaches, difficulty seeing with his right eye, and hearing loss.

39. As a direct and proximate result of the injuries sustained due to the October 13, 2009 incident, Richard was caused to suffer damages in excess of $50,000.00.

WHEREFORE, Plaintiff George Richard, Individually, demands judgment against Ashley Furniture Industries, Inc. for damages in excess of $50,000.00, together with interest, attorney's fees, costs of suit, and such other relief the court may deem appropriate.

COUNT II - NEGLIGENCE
RICHARD v. REGENCY

40. Plaintiff incorporates the allegations contained in paragraphs 34 through 39 as though set forth at length herein.

41. At all times relevant hereto, Regency acted by and through its agents, servants, employees and subcontractors, each of whom was working in the course and scope of his or her

employment and was in the scope of his or her authority, subject to the control, direction of, and for the benefit of his or her respective principal and employer, Regency.

42. Once provided access to the Regency premises, Richard became a business invitee of Regency, and Defendant Regency was charged with the duty to exercise reasonable care in the supervision of unloading the trailer so as to insure that the boxed furniture contained therein was safely and properly removed once the seal was removed from the trailer's rear double doors, thereby preventing those goods from falling onto Richard once the rear double doors were opened.

43. Regency, by and through the actions and/or omissions of their agents, servants, representatives, subcontractors, subagents, workmen, and/or employees acting in the course and scope of their authority and employment, breached their duties by way of the following acts and/or omissions:

a. failing to properly unload the boxed furniture in the trailer once the seal was removed and the rear double doors of the trailer were opened;

b. failing to adequately secure the boxed furniture in the trailer once the seal was removed and the rear double doors of the trailer were opened;

c. failing to adequately inspect the trailer once the seal was removed and the rear double doors of the trailer were opened;

d. failing to warn Richard of the unreasonable hazards and dangerous conditions posed by the boxed furniture;

e. failing to employ competent individuals to unload and secure the boxed furniture in the trailer once the seal was removed and the rear double doors of the trailer were opened;

f. failing to adequately oversee and/or supervise the unloading and securing of the boxed furniture once the seal was removed and the rear double doors of the trailer were opened;

g. failing to adopt, enact, employ, and enforce adequate safety programs, precautions, procedures, and plans;

h. failing to properly abide by all applicable codes, regulations, guidelines, and/or industry practices with respect to the unloading, securing, and supervising of the boxed furniture once the seal was removed and the rear double doors of the trailer were opened;

i. failing to use due care under the circumstances; and

j. other and further particulars which will be shown at the time of trial.

44. Defendant Ashley's breach of the afore-mentioned duties was the direct and proximate cause of the injuries suffered by Richard including, but not limited to, a concussion with persistent and recurring vertigo, recurring headaches, difficulty seeing with his right eye, and hearing loss.

45. As a direct and proximate result of the injuries sustained due to the October 13, 2009 incident, Richard was caused to suffer damages in excess of $50,000.00.

WHEREFORE, Plaintiff George Richard, Individually, demands judgment against Regency Furniture, Inc. for damages in excess of $50,000.00, together with interest, attorney's fees, costs of suit, and such other relief the court may deem appropriate.

WHITE AND WILLIAMS LLP

BY: ______________________
Robert M. Caplan
Douglas F. Fisher
Attorneys for Plaintiffs,
Old Republic Life Insurance Company
a/s/o George Richard and George
Richard, Individually

Dated: December 22, 2011

8555417v.1

EXHIBIT "C"

Cummins, Nicholas A.

From: Caplan, Robert [Caplanr@whiteandwilliams.com]
Sent: Wednesday, January 11, 2012 2:00 PM
To: Cummins, Nicholas A.
Cc: Fisher, Douglas; Hoffman, Brad
Subject: RE: Old Republic/Richards v. Ashley Furniture Industries [WW-PHLDMS1.FID2887035]

Nick:

Additionally, further to our conversation, this will confirm plaintiff is not willing to limit his personal injury claim to $75,000, so once you make contact with the Regency folks, please feel free to remove the case. Best regards.

Rob

[x] WhiteAndWilliams-

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From: Caplan, Robert
Sent: Wednesday, January 11, 2012 1:57 PM
To: 'Cummins, Nicholas A.'
Cc: Fisher, Douglas; Hoffman, Brad
Subject: RE: Old Republic/Richards v. Ashley Furniture Industries [WW-PHLDMS1.FID2887035]

Nick:

It was a pleasure speaking with you today. Per your request, below please find the adjuster information for Regency Furniture. I recently granted an extension of time to answer the complaint to Regency through its adjuster as counsel has yet to be designated. Please let me know if you have additional questions. Best regards.

Rob

Debbi L. Chronister, AIC

Commercial Claims Specialist
Harrisburg, PA

Mailing Address:
One Nationwide Gateway
Dept. 5867
Des Moines, IA 50391

Phone: 717-657-6647
Fax: 877-635-9692

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From: Cummins, Nicholas A. [mailto:cummins@bbs-law.com]
Sent: Wednesday, January 11, 2012 1:41 PM
To: Caplan, Robert
Subject: FW: Old Republic/Richards v. Ashley Furniture Industries

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From: Cummins, Nicholas A.
Sent: Wednesday, January 11, 2012 1:37 PM
To: 'caplan@whiteandwilliams.com'
Cc: Sperling, Warren
Subject: Old Republic/Richards v. Ashley Furniture Industries

Robert,

Following up on my voice mail, we represent Ashley and I had two questions for you:

1) We intend to remove both cases to federal court, unless you are willing to stipulate to limit the damages in the personal injury claim to $75,000.00. Please let me know.

2) Have you made service on Regency?

Thanks for your help.

Regards,

Nick Cummins

Bennett Bricklin & Saltzburg LLC

Nicholas A. Cummins | Associate
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